

EXHIBIT B

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Attorneys for Defendant/Counter-Claimant Cathy Trading LLC

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

INTERLINK PRODUCTS INTERNATIONAL
INC.,

Plaintiff/Counter-Defendant,

v.

CATHY TRADING, LLC d/b/a WANTBA

Defendant/Counter-Claimant.

Civil Action No. 2:16-cv-02153-MCA-LDW

**ANSWER, AFFIRMATIVE DEFENSES &
AMENDED COUNTERCLAIM**

JURY TRIAL DEMANDED

**ANSWER, AFFIRMATIVE DEFENSES AND
AMENDED COUNTERCLAIMS**

Defendant Cathy Trading, LLC (“Cathy Trading”) through attorneys Hill Wallack LLP and Apogee Law Group, P.C. answer the Complaint of Plaintiff, Interlink Products International Inc. (“Interlink”) as follows:

THE PARTIES

1. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 1 of the Complaint and, therefore, denies the allegations.

2. Defendant admits it is a Maryland limited liability company with its principal place of business at 150 Lullaby Court, Germantown, Maryland 20874, otherwise Defendant denies the allegations in Paragraph 2 of the Complaint.

JURISDICTION AND VENUE

SUBJECT MATTER JURISDICTION

3. Paragraph 3 of the Complaint states legal conclusions to which no response is required. To the extent an answer is required, Cathy Trading admits that this action purports to state a cause of action for alleged false Advertising under the Lanham Act. Further answering, Cathy Trading admits that subject matter jurisdiction is proper, if at all, solely for Plaintiff's false advertising claims against Cathy Trading under the Lanham Act. Cathy Trading denies that subject matter jurisdiction is proper for any claims asserted against Cathy Trading asserted under the state law claims and denies any and all remaining allegations of Paragraph 3 of the Complaint.

PERSONAL JURISDICTION

4. Paragraph 4 contains legal conclusions to which no answer is required. To the extent that any facts are alleged in this Paragraph 4, Defendant denies the allegations.

VENUE

5. Paragraph 5 contains legal conclusions to which no answer is required. To the extent that any facts are alleged in this Paragraph 5, Defendant denies the allegations.

NATURE OF THE CLAIMS

6. Paragraph 6 of the Complaint contains legal conclusions to which no answer is required. To the extent that any facts are alleged in this paragraph, Defendant denies the allegations.

FACTS

7. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 7 of the Complaint and therefore denies the allegations.

8. Defendant admits that Interlinks showerheads are available on Amazon.com, but otherwise denies the allegations of Paragraph 8 of the Complaint.

9. Defendant admits that its showerheads have competed with some showerheads of Interlink with respect to online consumers but otherwise denies the allegations of Paragraph 9 of the Complaint.

10. To the extent an answer is required, Cathy Trading admits the allegations of Paragraph 10 of the Complaint.

11. To the extent an answer is required Cathy Trading admits the allegations of Paragraph 11 of the Complaint.

12. To the extent an answer is required Cathy Trading admits the allegations of Paragraph 12 of the Complaint.

13. Defendant denies that Interlink sells products designed to achieve excellent performance when equipped with flow restrictors limiting water flow to 2.5 gpm. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the other allegations of Paragraph 13 of the Complaint and therefore denies the allegations.

14. Defendant lacks knowledge or information sufficient to form a belief as to the

truth of the allegation of Paragraph 14 of the Complaint and therefore denies the allegations.

15. Cathy Trading admits that it has sold the HS010C model dual showerhead on Amazon.com, but otherwise denies the allegations of Paragraph 15 of the Complaint.

16. Defendant denies the allegations of Paragraph 16 of the Complaint.

17. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 17 of the Complaint and therefore denies the allegations. Defendant further denies the allegation that the quoted online reviews are resulted from the flow rate of a showerhead.

18. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 18 of the Complaint and therefore denies the allegations.

19. Cathy Trading admits only as far as to the restrictor was not pre-installed in the product, but avers that a sham flow restrictor was ever included in a Cathy Trading showerhead product. Defendant otherwise lacks knowledge or information sufficient to form a belief as to the truth of the allegation of Interlink performed testing stated in Paragraph 19 of the Complaint and therefore denies the allegations. Cathy Trading further denies any and all remaining allegations of Paragraph 19.

20. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 20 of the Complaint and therefore denies the allegations.

21. Defendant denies the allegations of Paragraph 21 of the Complaint.

22. Defendant denies the allegations of Paragraph 22 of the Complaint.

23. Defendant denies the allegations of Paragraph 23 of the Complaint.

24. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 24 of the Complaint and therefore denies the allegations.

25. Defendant denies the allegations of Paragraph 25 of the Complaint.

26. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegation that Interlink's products come with a hose and can be properly tightened by hand. Defendant denies any and all remaining allegations of Paragraph 26.

27. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegation that high flow rate showerheads positively influence online reviews. Further, this allegation contradicts the allegations Interlinks made in Paragraph 17 as the negative reviews of high flow rate showerheads. Defendant denies any and all remaining allegations of Paragraph 27.

28. Defendant denies any and all of the allegations of Paragraph 28.

29. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 29. Defendant denies any and all remaining allegations of Paragraph 29.

COUNT I: FALSE ADVERTISING – 15 U.S.C. § 1125 (A)

30. Cathy Trading neither admits nor denies the allegations in paragraph 30 of the Complaint.

31. Cathy Trading denies the allegations of Paragraph 31 of the Complaint.

32. Cathy Trading denies the allegations of Paragraph 32 of the Complaint.

33. Cathy Trading denies the allegations of Paragraph 33 of the Complaint.

34. Cathy Trading denies the allegations of Paragraph 34 of the Complaint.

35. Cathy Trading denies the allegations of Paragraph 35 of the Complaint.

36. Cathy Trading denies the allegations of Paragraph 36 of the Complaint.

COUNT II: STATE STATUTORY AND COMMON LAW UNFAIR COMPETITION

37. Cathy Trading neither admits nor denies the allegations in Paragraph 37 of the Complaint.

38. Cathy Trading denies the allegations of Paragraph 38 of the Complaint.

39. Cathy Trading denies the allegations of Paragraph 39 of the Complaint.

REQUEST FOR RELIEF

Cathy Trading denies all allegations not expressly admitted herein. Cathy Trading further denies that Plaintiff is entitled to any of the relief requested or to any relief whatsoever. Cathy Trading respectfully requests that the Court: (a) dismiss this action with prejudice; (b) enter judgment in favor of Cathy Trading; (c) award Cathy Trading its reasonable attorney fees and costs incurred in defending this action pursuant to 35 U.S.C. § 285; and (d) award Cathy Trading such further relief as the Court deems just and appropriate.

* * *

AFFIRMATIVE DEFENSES

Without prejudice to the denials set forth in its Answer, without admitting any allegation in the Complaint not otherwise admitted, and without undertaking any of the burdens imposed by law on Cathy Trading asserts the following separate defenses:

First Defense (Failure to State a Claim)

The Complaint fails to state a claim upon which relief can be granted.

Second Defense (Statute of Limitation)

The claims alleged in the Complaint are barred by the applicable statute of limitations.

Third Defense (Equitable Doctrines)

The claims alleged in the Complaint are barred by the equitable doctrines of laches, waiver and estoppel.

Fourth Defense (No Injury or Damages)

Defendant is not entitled to any relief because it has not suffered any harm or incurred any damages as a result of any actions of Cathy Trading.

Fifth Defense (Preemption)

Defendant's claims are expressly and impliedly preempted by federal law, including but not limited to, the Energy Policy Act.

Sixth Defense (Unclean Hands)

Defendant's claims to equitable remedies are barred by the doctrine of unclean hands.

Seventh Affirmative Defense (Bad Faith)

Plaintiff is barred by its own bad faith from obtaining any of the relief it seeks in its complaint.

Eighth Affirmative Defense (No Damages)

Plaintiff has suffered no actual damages.

Ninth Affirmative Defense (Lack of Standing)

Plaintiff lacks standing to assert any of its claims.

Tenth Affirmative Defense (Preservation)

Cathy Trading currently has insufficient knowledge or information on which to form a belief as to whether it may have additional, as yet unstated, affirmative defenses available. Cathy Trading reserves the right to assert additional affirmative defenses in the event that discovery indicates it would be appropriate.

* * *

COUNTERCLAIMS

Defendant/Counter-Claimant Cathy Trading for its counterclaims against Plaintiff/Counter-Defendant Interlink Products International, Inc. (“Interlink”) hereby alleges as follows:

THE PARTIES

1. Cathy Trading is a Maryland limited liability company with its principal place of business at 150 Lullaby Court, Germantown, Maryland 20874.
2. Interlink is a New Jersey corporation with its principal place of business at 1315 East Elizabeth Avenue, Linden, NJ 07036.

JURISDICTION AND VENUE

3. This Court has jurisdiction over these Counterclaims pursuant to: (a) Section 39 of the Lanham Act, 15 U.S.C. § 1121(a) and 28 U.S.C. §§ 1331, 1337(a), and 1338(a) as to the claims arising out of Interlink’s violations of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a); and (b) 28 U.S.C. §§ 1338(b) and 1367(a), as to the claims arising out of Interlink’s violations of New Jersey law.
4. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b) and (c), in that Interlink resides in the district and has disseminated and has caused to be prepared and disseminated in interstate commerce throughout the United States and within this judicial district, advertisements and promotions for its products, including the advertisements at issue in these Counterclaims.
5. This Court has personal jurisdiction over Interlink because Interlink is a New Jersey based corporation, conducts daily business in New Jersey, has availed itself of the rights

and privileges of this forum by suing Cathy Trading in this District, and/or because Interlink conducts substantial business in, and has regular systemic contact with, this District.

6. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391 and 1400.

FACTUAL BACKGROUND

7. Interlink produces, markets, imports and sells showerheads in interstate commerce through online channels, including Groupon.com, Wayfair.com, Overstock.com and Amazon.com, and through traditional retailers, including Wal-Mart and Bed Bath & Beyond.

8. Cathy Trading markets, imports and sells showerheads in direct competition with Interlink through online channels, namely Amazon.com and Ebay.com.

9. Pursuant to Title 42 of the U.S. Code as amended by the Energy Policy Act of 1992, Pub. L. 102-486, 106 Stat. 2776, and implementing regulations at 10 C.F.R. §§ 430.31-34, it is unlawful to manufacture and sell a showerhead in the United States having a water flow greater than 2.5 gallons per minute (gpm) measured at a water pressure of 80 pounds per square inch (p.s.i.).

10. Many of Interlink's showerheads are multiple-nozzle showerheads, including PowerSpa® All-Chrome 3-way LED Twin 7 Color Shower System with Air Turbo Pressure-Boost Technology, HotelSpa® Ultra-Luxury 24-setting 3-way Rainfall/Handheld Shower Combo (Chrome), HotelSpa LED 10" Rainfall Showerhead, AquaSpa 3-way Shower, and DreamSpa® All-Chrome Water Temperature Color-Changing LED Shower Head. (see Exhibit A).

11. Under the U.S. Department of Energy's Showerhead Enforcement Guidance of March 4, 2011, "multiple spraying components sold together as a single unit designed to spray water onto a single bather constitutes a single showerhead for purposes of the maximum water use standard. ... Thus, consistent with the Department's test procedure, to determine whether a manufacturer's showerhead complies with the 2.5 gpm standard set by Congress, the Department

will measure a showerhead's water use by turning all of a unit's sprays and nozzles to their maximum flow settings.”

12. Interlink represents, in its advertising and marketing materials, online product listings, product packaging, product instruction manuals, and on its web site that all of its showerheads have a water flow of 2.5 gpm or less, as required by the Energy Policy Act and its implementing regulations.

13. Interlink certifies to retailers, including Groupon.com, Wayfair.com, Overstock.com, Amazon.com, Wal-Mart and Bed Bath & Beyond, that its showerheads are lawful to manufacture, market and sell in the United States, which implies compliance with the Energy Policy Act's 2.5 gpm flow restriction.

14. These express and implied representations by Interlink are false, misleading and deceptive. As of June 26, 2015, multiple Interlink's showerheads do not comply with the Energy Policy Act's 2.5 gpm flow limit, but put out significantly more water than is permitted by the Act. For example, Interlink model numbers 1141, 1441, 1442, 1410 and 5207 each outputs water at a flow rate much higher than 2.5 gpm, with some models outputting flow rates as high as 5gpm. These detailed facts were described in paragraphs 86, 87, 88, 89 and 90 of the Answer and Counterclaims filed by BBC Innovation Corporation (“BBC”) against Interlink on June 26, 2015, enclosed as Exhibit E.

15. Meanwhile, Interlink's advertisements on various E-commerce sites and retail channels, stated the flow rate of its showerhead complies with EPA regulation, at 2.5 gpm. (See Exhibit A-D).

16. On January 27, 2017, Interlink sent out a letter to buyers of its showerhead, of which one was received by Cathy Trading stating that Interlink's showerhead 1141 has a faulty

flow regulator that causing shower head's flow rate exceed 2.5 gpm.

17. Interlink knowingly misrepresented its showerheads flow rate since at least as of June 26, 2015.

18. Interlink's distribution in commerce of its non-compliant showerheads were unlawful under 42 U.S.C. § 6302(a), and Interlink's false statements that its showerheads put out 2.5 gpm of water or less were unfair and deceptive practices under 42 U.S.C. § 6303(c).

19. Interlink subsequently changed its marketing and advertising scheme after its false advertising and misrepresentation practice were disclosed by BBC, another competitor.

20. On information and belief, starting in or about late 2015, Interlink altered its products by inserting an easily removable flow regulator. Interlink's easily removable flow regulator does not satisfy the force requirement for removal these flow regulator prescribed by the EPA. Cathy Trading purchased and tested the removal process of Interlink products model 1487, 3308, 1441, 1141, 5407, 1410, 1442, and 1687.

21. Upon removal of the thick washer, some of Interlink's flow regulators fall out without any force being applied and some were easily removable. 10 CFR §430.32 Energy and water conservation standards, subsection (p) Showerheads, provides in full text "The maximum water use allowed for any showerheads manufactured after January 1, 1994, shall be 2.5 gallons per minute (9.5 liters per minute) when measured at a flowing pressure of 80 pounds per square inch gage (552 kilopascals). When used as a component of any such showerhead, the flow-restricting insert shall be mechanically retained at the point of manufacture such that a force of 8.0 pounds force (36 Newtons) or more is required to remove the flow-restricting insert, except that this requirement shall not apply to showerheads for which removal of the flow-restricting insert would cause water to leak significantly from areas other than the spray face."

22. After conducting testing of one these above listed products, Cathy Trading discovered that the force needed to remove flow restrictor (water regulator) in Interlink's product 1487 HOTEL Spa LED 10" Rainfall Showerhead (Chrome) was only 5 pounds of force and removal of the washer in the same product was only 2 pounds of force.

23. Interlink, by designing its products with faulty and easy removable flow regulators, has circumvented and aiding the breaking of the Federal law, the Energy Policy Act.

24. Interlink's shower head products are designed to facilitate the removal of flow regulators by the customer so that the EPA rules can be circumvented allowing Interlink's customers to increase the flow rate of the showerheads permanently in order to gain an unfair market advantage. A consumer would replace the flow regulator permanently by providing a replacement part of the flow regulator and its matching washer, by another thick replacement washer as instructed by Interlink's manual.

25. Interlink by misrepresenting its products being in compliance with Federal law, yet installing water restrictors in a manner that do not comply with Federal Law, thus circumvents the Federal Law. Interlink's conduct runs contrary to the laws of fairness in business conducts.

26. Interlink manufactures, sells and distributes into the stream of interstate commerce showerheads that have a flow rate higher than the rate permitted by the Energy Policy Act, either by way of omitting flow regulators from its showerheads, or shower head designs in such a way that they put out too much water even with flow regulators installed, or both.

27. Amazon reviewers review show that Interlink's showerhead either put out too much water or too little when a flow regulator is being used.

28. Hence customers look for ways to remove the flow regulator according to the

conspicuous instructions. Once the flow regulator is removed, Interlink's showerhead put out too much water that exceed way beyond the EPA regulation. (See pages 4 through 6 of Exhibit C).

29. Interlink's advertising and marketing representations that its various models, on information and belief, showerheads outputs a maximum of 2.5 gpm at 80 p.s.i. were literally false.

30. Interlink's marketing and advertising representations of its various showerhead with LED functions.

31. Interlink markets and advertises on Amazon.com, ipshowers.com and various other websites and the product manual show LED lights powered solely by running water with no batteries or electricity have a long life of 100,000 hours. (see Exhibit B).

32. Consumers on Amazon and other e-commerce sites have posted comments showing that the so-called long lifetime was as short as two weeks.

33. Interlink falsely represented the quality and lifetime of the LED showerheads in order to gain consumer's purchasing decisions.

34. Interlink's misrepresentation of the life time of the LED lights are material to consumers, many of whom would not have purchased Interlink's products if they knew these statements were false, instead, they would have purchased Cathy Trading or any other competitors' products.

35. Interlink has been unjustly enriched by the sales of its showerhead products with poor quality. See Exhibit D which shows Interlink's false advertising of 100,000 hours of usage of LED lights.

36. Interlink's instruction to remove water flow regulators is a way to disguise its

practice of circumventing the Federal regulation and gain more satisfying shower experience for many consumers, resulting in positive evaluations of Interlink's products despite their low quality.

37. Interlink's false statements and misguided and unlawful flow regulator removal practices are material to consumers, many of whom would not have purchased Interlink's showerheads if they had known that these representations were false, but would instead have purchased the showerheads of other manufacturers, including Cathy Trading.

38. Interlink's practice of stating, that its showerheads put out no more than 2.5 gpm of water at 80 p.s.i. of water pressure, but on the other hand, installs an easily removable flow regulator renders Interlink's showerheads in violation of the federal law and this violation is material to retailers, some or all of which would not have purchased and resold Interlink's showerheads. If Interlink's retailers had known that these representations were in fact circumvented by the falsified flow regulators, but may have instead have purchased and resold the showerheads of other manufacturers, including Cathy Trading.

39. Interlink's misrepresentation of its product compliance with the law is deceptive.

40. Interlink's false statements to allow customers to easily remove flow regulators were made willfully and with the intention of causing confusion, mistake or deception in the market, making this an exceptional case within the meaning of 15 U.S.C. § 1117(a) entitling Cathy Trading to an award of enhanced damages and reasonable attorney's fees.

COUNT I

False Advertising Under Section 43(a) of the Lanham Act

41. Cathy Trading restates and re-alleges each and every allegation contained in Paragraphs 1 through 40 of these Counterclaims as if set forth fully herein.

42. The foregoing acts of Interlink constitute violations of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a). Section 43(a) of the Lanham Act prohibits, in relevant part, any “false or misleading description of fact, or false or misleading representation of fact which...in commercial advertising or promotion, misrepresents the nature, characteristics, [or] qualities . . . of his or her or another person’s goods, services or commercial activities.”

43. Interlink’s advertisements and promotions in various commercial channels have been and still are false and misleading as to the nature, quality, characteristics, and health benefits associated with Interlink’s products, and these misrepresentations have deceived and will continue to deceive a substantial portion of the consumers and retailers and the rest of the market participants.

44. Interlink’s false and misleading statements were made in connection with commercial advertising and promotion.

45. Interlink’s false and misleading commercial statements regarding the nature, quality, characteristics, performance, legality and benefits associated with its products are likely to influence consumers’ purchasing decisions.

46. Interlink’s false and misleading statements have caused Cathy Trading and other competitors in similar position to suffer injuries.

47. As a direct and proximate result of such actions, Cathy Trading has suffered, and continues to suffer, injury in fact and has lost money and/or property as a result of Interlink’s deceptive, unfair and/or unlawful trade practices and unfair competition in an amount that will be proven at trial.

COUNT II
Common Law Unfair Competition

48. Cathy Trading restates and re-alleges each and every allegation contained in Paragraphs 1 through 45 of these Counterclaims as if set forth fully in the Complaint.

49. Interlink's more sophisticated and repeat customers know that, unlike many showerheads, Interlink showerheads have easily fall-out water flow regulators that are installed in a way that circumvent the EPA regulation, i.e., "flow-restricting insert shall be mechanically retained at the point of manufacture such that a force of 8.0 pounds of force (36 Newtons) or more is required to remove the flow-restricting insert." See 10 C.F.R. § 430.32 Energy and water conservation standards, (p) Showerheads.

50. Interlink's customers also know that removing the flow regulators makes the showerheads non-compliant with the maximum flow limit under federal law.

51. Once the flow regulators are removed, the majority of Interlink's flow regulators break and never can be reused again.

52. Interlink does not provide spare flow regulators, but rather a spare "Thick Replacement Washer" to permanently disable the flow regulating function.

53. Interlink engages in this sham flow regulator practice to aid consumers to self-install showerheads that puts out far more water than a showerhead that can be manufactured and sold legally in the United States.

54. These customers are inclined to purchase Interlink products in order to circumvent the provisions of the Energy Policy Act and subvert its public policy purposes.

55. Through its disguised representation of flow rate compliance however installing easily fall out restrictors for circumventing the Energy Policy Act, Interlink secures an unfair competitive advantage while causing injury to Interlink's law-abiding showerhead competitors, U.S. energy consumption, the environment, and the general public.

56. As a direct and proximate result of such actions, Cathy Trading has suffered, and continues to suffer, injury in fact and ascertainable losses of money and/or property as a result of Interlink's unfair and/or unlawful trade practices and unfair competition in an amount that will be proven at trial.

57. As a direct and proximate result of such actions, Interlink has enjoyed, and continues to enjoy, significant financial gain in an amount that will be proven at trial.

58. Interlink's unfair and unlawful trade practices are continuing, and are likely to reoccur.

REQUEST FOR RELIEF

Counter-Claimant Cathy Trading requests judgment against Counter-Defendant Interlink as follows:

(a) Interlink has violated Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), and common law unfair competition; Interlink is liable for tortious interference with prospective business advantage and has competed unfairly with Cathy Trading and has injured Cathy Trading in violation of Federal and State Law and has done so willfully all to the detriment of Cathy Trading.

(b) Interlink, its agents, servants, employees, successors and assigns and all persons in active concert, privity, or participation with Interlink, be preliminarily and permanently enjoined from using any false description, misrepresentation or concealed instructions for circumventing federal laws, from engaging in any act or series of acts which either alone or in combination constitutes deceptive or unfair methods of competition by Interlink with Cathy Trading and from otherwise interfering with or injuring the business of Cathy Trading.

(c) Interlink be required to account for and pay over to Cathy Trading, Interlink's profits and any damages suffered by Cathy Trading as a result of Interlink's acts of false advertising and unfair competition, together with interest and costs.

(d) Interlink be required to pay to Cathy Trading an amount three times the profits of Interlink or damages of Cathy Trading.

(e) Interlink be required to pay to Cathy Trading punitive damages in a sum to be determined at trial.

(f) Interlink be ordered to surrender for destruction all promotional materials, signs, labels, advertisements and other materials constituting false advertising and unfair competition and to issue corrective advertising to offset the impact and effect of the false, misleading and deceptive advertising claims previously disseminated.

(g) Cathy Trading be awarded such other and further relief, as this Court deems just and equitable.

DEMAND FOR JURY TRIAL

Cathy Trading demands a trial by jury on all triable issues.

Dated: April 10, 2017

Respectfully Submitted,

HILL WALLACK LLP

By: /s/ Christina Saveriano

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Attorneys for Defendant/Counter-Claimant

Cathy Trading, LLC

CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 11.2

On behalf of Defendant/Counter-Claimant Cathy Trading, LLC, I hereby certify that, to the best of my knowledge, the matter in controversy is not the subject of other civil actions pending in any Court or of any pending arbitration or administrative proceeding.

Dated: April 10, 2017

Respectfully Submitted,

HILL WALLACK LLP

By: /s/ Christina Saveriano

Eric I. Abraham

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*Attorneys for Defendant/ Counter-Claimant Cathy
Trading LLC*

CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 201.1

Pursuant to Local Civil Rule 201.1, the undersigned counsel for Defendant/Counter-Claimant Cathy Trading LLC hereby certifies that Cathy Trading's Amended Counterclaims seek injunctive relief and damages, excluding interest, costs and punitive damages, in excess of \$150,000. This action is, therefore, not appropriate for compulsory arbitration.

Dated: April 10, 2017

Respectfully Submitted,

HILL WALLACK LLP

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*Attorneys for Defendant/ Counter-Claimant Cathy
Trading, LLC*

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing

**CATHY TRADING'S AMENDED ANSWER, AFFIRMATIVE DEFENSES AND
COUNTERCLAIMS TO PLAINTIFF'S COMPLAINT**

is to be electronically filed. Notice of this filing will be sent to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

April 10, 2017
Date

/s/Christina Saveriano
Christina Saveriano

EXHIBIT A



Search



ipShowers.com

Showers and Systems Therapeutic Showers Bathroom Accessories Personal Care Specials

Home » Specials »
PowerSpa All-Chrome 3-Way 7-Color LED Shower Combo with Air Turbo Pressure-Boost Nozzle Technology

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PowerSpa All-Chrome 3-Way 7-Color LED Shower Combo with Air Turbo Pressure-Boost Nozzle Technology




POWERSPA®

PowerSpa All-Chrome 3-Way 7-Color LED Shower Combo with Air Turbo Pressure-Boost Nozzle Technology

~~\$99.99~~ \$39.99

(You save \$60.00)

 **Recommend** Be the first of your friends to recommend this

SKU:

1188

Weight:

1.50 LBS





315

In Stock

Shipping:

Calculated at checkout

Quantity:

ADD TO CART

ADD TO WISHLIST

**Product Description****PowerSpa All-Chrome 3-Way 7-Color LED Shower Combo with Air Turbo Pressure-Boost Nozzle Technology**

The All-Chrome 7-Color 3-Way Multi-Function LED Twin Shower Combo by PowerSpa is the world's only color-changing LED shower combo with a chrome face and Air Turbo Pressure Boost Nozzle technology! This shower includes a LED shower head and a LED hand shower. You can use the two LED Shower Heads separately or use both the LED Shower head and LED Handheld Shower together!

Each LED shower head is powered by running water and has seven colors of LED lights that change automatically every few seconds! Both showers are angle-adjustable and feature an extra-large 4-inch chrome face, a high-power 3-zone dial, rub-clean jets, a 3-way water diverter, a premium super flexible stainless steel hose, and 4-Settings, such as Rain, Massage, Rain/Massage mix, and Water-Saving Economy.

The supercharged Air Turbine design boosts your water pressure performance by automatically injecting oxygen into water flow through elastic rub-clean nozzles that help prevent clogging.

The LED lights have a long life of 100,000 hours. That is over 10 years of heavy daily use!

This LED shower system connects in minutes without tools to any standard overhead shower arm.

- Powered by running water, no batteries. Seven colors of LED lights change automatically every few seconds
- Matching style shower head and a hand shower can be used separately or together
- Both shower features Supercharged Air Turbine Design that boost your water pressure performance by automatically injecting oxygen into water flowthrough elastic rub-clean nozzles that help prevent clogging.
- Each shower has 4-Settings: Rain, Massage, Rain/Massage mix, and water-saving Economy.
- Hand Shower can be used Overhead or as a Handheld shower
- Shower Head features extra-large 4-inch face with Reflective Perimeter Rim
- Each shower has High-power 3-Zone Dial with Rub-clean Jets; Click-action Lever
- Both showers are angle-adjustable
- Patented 3-way Water Diverter with Anti-swivel Lock Nut
- Includes Premium Super Flexible 5-ft. Stainless Steel Hose
- Color of LED lights: 7-colors change automatically every few seconds
- LED lights have long life of 100,000 hours (over 10 years of heavy daily use)
- Connects in Minutes without Tools to any standard overhead shower arm
- 1-Year Warranty

Warranty Information

1 Year Warranty

Other Details

Finish:

Chrome

Flow Rate (GPM):

2.5

Hose Length:

6'

Product Reviews

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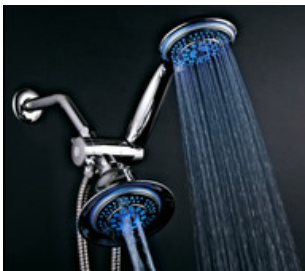
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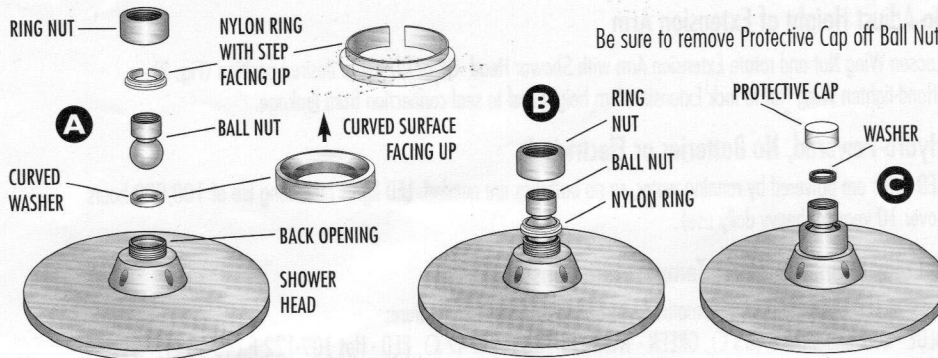


EXHIBIT B

**HOTEL
SPA®**

LED 10" Rainfall Showerhead with 15" Arch Design Height-Adjustable Stainless Steel Extension Arm

ITEM 1487



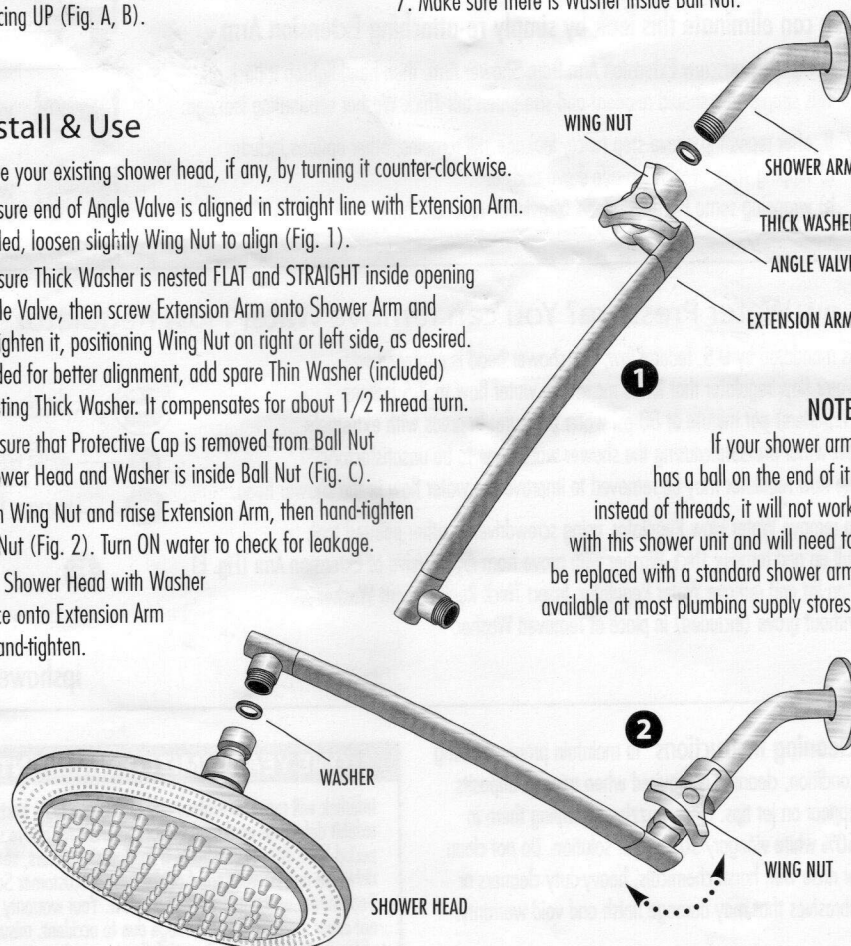
To Assemble Shower Head

1. Lay Shower Head flat with back facing UP (Fig. A).
2. Make sure Curved Washer is inside Back Opening with curved surface facing UP.
4. Make sure Nylon Ring is placed over Ball Nut with step facing UP (Fig. A, B).

5. Stand Ball Nut on top of Curved Washer with Ball pressing against its curved surface (Fig. B).
6. Slide threaded Ring Nut over Ball Nut (Fig. B) and screw Ring Nut onto outer thread of Back Opening, then hand-tighten Ring Nut (Fig. C).
7. Make sure there is Washer inside Ball Nut.

To Install & Use

1. Remove your existing shower head, if any, by turning it counter-clockwise.
2. Make sure end of Angle Valve is aligned in straight line with Extension Arm. If needed, loosen slightly Wing Nut to align (Fig. 1).
3. Make sure Thick Washer is nested FLAT and STRAIGHT inside opening of Angle Valve, then screw Extension Arm onto Shower Arm and hand-tighten it, positioning Wing Nut on right or left side, as desired. If needed for better alignment, add spare Thin Washer (included) to existing Thick Washer. It compensates for about 1/2 thread turn.
4. Make sure that Protective Cap is removed from Ball Nut of Shower Head and Washer is inside Ball Nut (Fig. C).
5. Loosen Wing Nut and raise Extension Arm, then hand-tighten Wing Nut (Fig. 2). Turn ON water to check for leakage.
6. Screw Shower Head with Washer in place onto Extension Arm and hand-tighten.

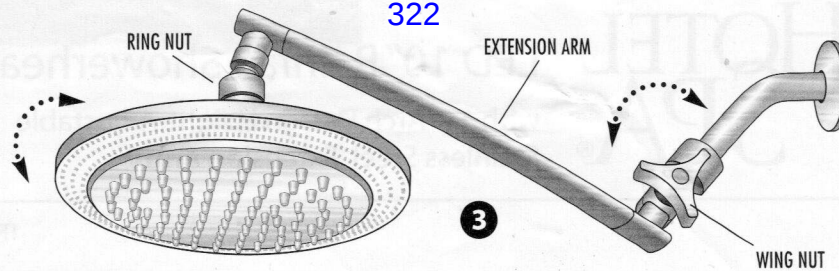


NOTE

If your shower arm has a ball on the end of it instead of threads, it will not work with this shower unit and will need to be replaced with a standard shower arm available at most plumbing supply stores.

IMPORTANT! Hand-tighten connections ONLY. DO NOT use wrench or pliers.

Before assembly, make sure that washers are straight and flat between connections. Always tighten Wing Nut as it seals joint from leakage. Use plumber's tape ONLY if needed on Shower Arm thread if re-attaching Extension Arm and/or re-adjusting Thick Washer fail to stop leakage. DO NOT use plumber's tape on any other connections.



To Adjust Height of Extension Arm

Loosen Wing Nut and rotate Extension Arm with Shower Head UP or DOWN to desired position (Fig. 3). Hand-tighten Wing Nut to lock Extension Arm height and to seal connection from leakage.

Hydro-Powered, No Batteries or Electricity!

LED lights are powered by running water, so no batteries are needed. LED lights have long life of 100,000 hours (over 10 years of heavy daily use).

3-Color Changing Water Temperature Sensor

Color of LED lights changes automatically according to water temperature:

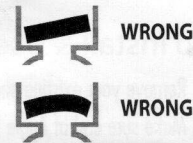
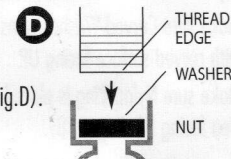
BLUE - Cool under 95 F (35 C), GREEN - Warm 95-108 F (35-42 C), RED - Hot 109-122 F (43-50 C), FLASHING RED - Warning Very Hot over 122 F (50 C).

If Leakage Occurs at Shower Arm Connection

Such leak is caused by Thick Washer not seated correctly or not pressing evenly against Shower Arm edge. To seal properly, Washer must stay FLAT and STRAIGHT inside Nut (Fig.D).

You can eliminate this leak by simply re-attaching Extension Arm

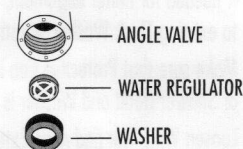
1. Completely unscrew Extension Arm from Shower Arm, then hand-tighten it back on. This simple step should re-orient and straighten out Thick Washer eliminating leakage.
2. If, after repeating above step twice, leakage still remains, other options include
 - a) flipping Thick Washer up-side-down and/or
 - b) wrapping some Plumber's Tape (provided) around Shower Arm threads.



Low Water Pressure? You can remove Water Flow Regulator

As mandated by U.S. federal law, this shower head is equipped with water flow regulator that limits maximum water flow to 2.5 gallons (9.5 liters) per minute at 80 psi water pressure. In areas with extremely low water pressure causing the shower water flow to be unsatisfactory, the flow regulator may be removed to improve the water flow in the shower head.

To remove Water Flow Regulator, using screwdriver or other pointed tool, pull up and remove Thick Washer with groove from Angle Valve of Extension Arm (Fig. E), then lift and remove Water Regulator. Insert Thick Replacement Washer without groove (included) in place of removed Washer.



E

ipshowers.com

Cleaning Instructions To maintain proper working condition, cleaning is required when mineral deposits appear on jet tips. Clean nozzles by wiping them in 50% white vinegar/50% water solution. Do not clean or rinse with harsh chemicals, heavy-duty cleaners or abrasives that may damage finish and void warranty.

For Questions on Installation or Part Replacement Call Toll Free

1-888-869-4010

Mon. - Fri. 9:00 AM - 4:00 PM Eastern Standard Time

ONE YEAR LIMITED WARRANTY

Interlink will repair or replace any of this product's parts that exhibit defects in workmanship or materials for above stated period from date of purchase. If malfunction occurs, send only defective part(s) with proof of purchase to Customer Service Department at the address listed below. Your warranty does not cover malfunction or damage due to accident, misuse, use of harsh chemicals or failure to follow any written instructions accompanying this product. This warranty gives you specific legal rights. You may also have other rights that vary where you reside.

Interlink Products International, Inc.
1315 E. Elizabeth Ave., Linden, NJ 07036

Patent Pending
Made in China

EXHIBIT C



Delta Faucet UA902-PK
Universal Showering
Components 10-Inch
Adjustable Shower Arm,...
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Arms & Slide Bars



HotelSpa® 11 Inch Solid
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for Perfect Height, Angle...
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Dixon Valve PTFE
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Thread Sealants
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KES TP501B-2 Bath
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Combo System with 7
15
\$37.80

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Technical Details

- Adjustable
- Easy to Install
- Rub Clean Jets
- Fits Any Standard Shower Arm
- Lifetime Limited Warranty

Product Description

Trident Giant 3-setting 7-zone 9.5 Inch Luxury Rainfall Showerhead with Direction-Adjustable Jets

- 4-zone Drenching Rainfall for extra-wide coverage
- 106 Rub-clean Rainfall Nozzles
- 3-zone High-Power Direction-Adjustable Massage Jets with 6 nozzles in each
- Each Massage Jet can direct water flow to a different body area, or to one spot for penetrating triple-power massage.
- EasySwitch design lets you change settings instantly with one hand. No inner dial to turn, simply rotate the Trident shape.
- Three settings include Drenching Rain, Power Massage and Combination
- Premium All-chrome finish
- Angle adjustable solid brass ball joint nut
- Tools-free Installation. Connects in minutes to any standard overhead shower arm, no tools required
- Lifetime Limited Warranty is provided by Interlink Products Int Inc. This warranty is void if the product has been purchased from an unauthorized distributor

Product Information

Technical Details

Part Number	1140
Item Weight	1.2 pounds
Product Dimensions	9.5 x 4 x 9.5 inches
Item model number	1140
Size	9.5 Inch
Color	Silver
Style	Ultra-Luxury Extra Large Rain Shower Head with Jets
Finish	Chrome
Material	High Grade ABS, Chrome
Shape	Flower
Installation Method	Wall-Mounted
Flow Rate	2.5 GPM
Water Consumption	2.5 GPM
Special Features	Adjustable, Easy to Install, Rub Clean Jets, Fits Any Standard Shower Arm, Lifetime Limited Warranty
Usage	Rainfal Shower Head with Jets
Included Components	Shower Head, Instruction Manual, Warranty

Additional Information

ASIN	B00TABTQZK
Customer Reviews	51 customer reviews 3.8 out of 5 stars
Best Sellers Rank	#181,190 in Home Improvements (See top 100) #684 in Home Improvement > Kitchen & Bath Fixtures > Bathroom Fixtures > Bathtub Faucets & Showerheads > Showerheads > Fixed Showerheads
Shipping Weight	1.5 pounds
Date First Available	July 8, 2015

Warranty & Support

Product Warranty: For warranty information about this product, please [click here](#)

Feedback

Would you like to [update product info](#) or [give feedback on images](#)?
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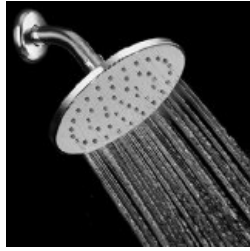
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Moen S6365BN Voss 8" Eco-Performance Single-Function Rainshower Showerhead with...
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HotelSpa® Extra-Large 6-Inch Rain Shower Head for Exceptional Water Coverage! High-Pressure...
268

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Amzdeal® Bath Show Faucet Kit--Rain Show Head+ Handheld Sho Head/ Conceal Install
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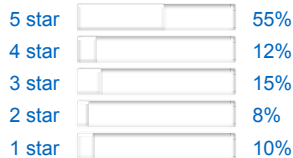
Question: How many Gallons per minute?

Answer: I have no idea. However, I do know it has a "regular flow" and an energy saving flow which is less (and is OK--the one I use)
By CAB Traveler on May 5, 2016

Customer Reviews

51

3.8 out of 5 stars



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Top Customer Reviews

I got it on Cyber Monday deal at super low price

By [Fagan E. Brown](#) on December 7, 2015

Verified Purchase

HOW TO FIX WATER PRESSURE ISSUE: I was very excited when I got this new shower head. I got it on Cyber Monday deal at super low price. So when I went to install it I checked to see if it had a water restrictor in it which it did not. Well, not the typical white plug style that a lot have in them. So I just installed it the way it came. But, to my great disappointment the water pressure through it was horrible. It was have the pressure of my old shower head. So I used it for another 4 days, but I was just unhappy with the shower head. So on the 5th day I took it off and was going to put the old shower head back on. However, I thought I'll look and see if there is some reason it isn't getting good pressure. So I looked inside and found past the big black rubber gasket was a smaller black gasket about a 1/4 in diameter. So I took a very small flat head screw driver and pulled it out. I put the shower head back on and tighten it back up. BINGO! The shower head now had triple the water pressure. That's it folks just remove the little black O ring inside and get plenty of pressure.

[Comment](#) 13 people found this helpful. Was this review helpful to you? [Yes](#) [No](#) [Report abuse](#)

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Most Recent Customer Reviews

Five Stars

Very easy to install

Published 8 days ago by Christopher

Great Shower Head

Love this shower head. It does use a lot of water. It has good pressure!

Published 1 month ago by CH

Absolutely love it. Even me, a not handy person, installed this easily.

By [JanetD](#) on December 22, 2015

Verified Purchase

I didn't need a new shower head. The one that I had (from the early 2000's) was fine. However, this shower head was specially priced for Christmas and the reviews were good, so I treated myself. Now I am a single woman who is not handy at all so I was a little worried about installing this, but there were a couple of reviews that said it was pretty easy, so I went for it. It was super easy. I had to use a wrench to loosen my old shower head and then it unscrewed. Then, following the handy instructions that came with this, you basically put a little plumbers tape (included) on to the long arm that sticks out of the wall, and screw this one on.

I did use the wrench to tighten this one since I felt like if the old was tightened, this one should be as well, and I wound up scratching it, but it's not noticeable, and this allows me to not have to worry about it being on there tight. Who wants a shower head to hit you while you're in there, right?

Anyhow, I followed the suggestion of a reviewer here, and also in the instructions it says that there is a water saver feature to this shower head, and I used a tiny screwdriver to remove the small rubber gasket in the bottom of the unit so that I would get superior water pressure.

I have used this now for a week and it's wonderful. It feels like I've entered a spa. There are three settings to use which gives me a lot of options. I honestly do not want to get out of the shower when I'm under this thing. It's that good.

[Comment](#) Was this review helpful to you? [Report abuse](#)

Real reviews not cheap reviews.

By [Oklahoma Proud!](#) on January 1, 2016

Verified Purchase

Great METAL shower head. It comes with a lock screw to insure the shower head doesn't come unscrewed and leak or fall off. It easily switches between the different modes of spray. I would recommend for anyone who likes firm spray like hard rain down to a light rain.

Don't belive other reviews based on a discounted price for a product. I've found to many reviews for numerous shower heads because they were discounted on the purchase.

Real review not cheap review

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We bought this on a lightening deal for our grown ...

By [Crackerjack](#) on December 5, 2015

Verified Purchase

We bought this on a lightening deal for our grown kids. Because it looked a bit cheap, lots of plastic construction, we hooked it up and tried it out to see if it was gift worthy. We were both wowed with it! It puts out a lot of water, has a broad spray reach which I found surprisingly satisfying. Down side, we drained the 50 gal hot water tank in remarkable time! Plan on higher water bills for this creature comfort. It's worth it IMO.

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Nothing special

By [Elle S](#) on December 2, 2015

Verified Purchase

This was a replacement shower head for husband's walk in shower. He's not too keen on it. He did have to remove the water reducer since we have notoriously low water pressure during main peak water usage hours. Even by doing that, this shower head doesn't give a nice strong spray like our old Moen brand did. So, he gives it just a so so rating. Personally I'm glad it's in his shower since I don't care for the look nor style.

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AWESOME item!

Five Stars

Best & Great Product *****

Published 1 month ago by Setthapongsin N.

This shower head does not work as well as the ...

This shower head does not work as well as the photo, It drips when not in use, had to replace back to original shower head.

Published 2 months ago by Christina Dansby

To get a decent amount of pressure you have to ...

To get a decent amount of pressure you have to adjust it so there is a ton of water being used.

Published 3 months ago by Amazon Customer

Five Stars

Doesn't give much pressure.

Published 4 months ago by David Wilson

Its ok, not worth the money in my opinion.

So so, wasn't impressed with the shower head, its really loud.

Published 4 months ago by B. Green

Way underpowered

This works great as long as you dig out the water restrictor. The photo of this unit must have been taken with the water restrictor out. [Read more](#)

Published 4 months ago by turtlkky

Just the showerhead needed

My wife loves this shower head. It was simple enough, and I'm confident she would have been able to install it had she been able to get the old one off.

[Read more](#)

Published 4 months ago by Paul O

Get it if you have good water pressure.

Really feels like a rain shower if you have good water pressure. It helps work out all of those kinks. It is easy to install and adjust for the different modes.

[Read more](#)

Published 4 months ago by Cat Girl

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By [Chris M.](#) on December 27, 2015

Verified Purchase

This was AWESOME. It was listed at a great price and required very minimal work to install. My shower had very low water pressure and this made it 10 times better! This is literally a LUXURY item for a low price!! LOVE it, best item I've bought in a long time.

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Great gift for family

By [Lindsey De Pew](#) on January 20, 2016

Verified Purchase

I bought this for my sister and brother-in-law for Christmas. They were doubtful because they don't have great water pressure. After installing it, they are very happy! It pushes out the water nicely and sits low enough so that my sister (who is 5'2") can adjust it when she needs to.

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Definitely recommend it!!

By [Ashley Jones](#) on December 9, 2015

Verified Purchase

I love this shower head! I wanna come home everyday & just immediately take a shower. It's a little bigger than I thought but perfectly ok with that. The different water pressures is great for whatever mood ur in. Definitely recommend this product.

[Comment](#) One person found this helpful. Was this review helpful to you? [Report abuse](#)

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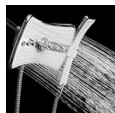
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\$2.00



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[AKDY® 9" Rectangular Quad Function Rainfall Jet Shower Head & Wand Combo In Chrome](#)
325

\$39.99



[DreamSpa 1432 3-way Rainfall Shower-Head and Handheld Shower, Chrome](#)
783

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EXHIBIT D

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10 Inch Color Changing Shower Head with 15 Inch Arch-Design Extension Arm. Powered by running water, no batteries. Color of LED lights change color automatically according to water temperature and LED lights have long life of 100,000 hours (over 10 years of heavy daily use).

9 customer reviews

FREE Shipping. Details

Order within 14 hrs 22 mins for FREE Shipping at checkout. Details

Shower Head with Extension Arm is the largest and most advanced height-adjustable LED showerhead ever created. It has Extra-long 15 Inch Arch-design extension arm that extends fully over your head and adjusts to your height. Ergonomic High-fashion Design adds style and ambiance to your bath decor

- Giant 10 inch LED Rainfall Shower Head with Reflective Chrome Face and LED Perimeter Rim is Powered by running water, no batteries. Color of LED lights changes automatically according to water temperature and LED lights have long life of 100,000 hours (over 10 years of heavy daily use)
- Lightweight and Reinforced Extension Arm has Chrome Plated ABS Plastic Ends, Solid Brass Screws and Hollow Stainless Steel Oval Profile Arch Arm Profile, Large Wing Nut with Brass Inserts for easy and reliable hand tightening
- Extra-long 15 Inch Elegant Arch-Design Extension Arm is Angle Adjustable, provides 3 ft. vertical movement • Wall-Mounted Installation • Connects in minutes without tools
- 1 Year Limited Warranty is provided by Interlink Products International, Inc. This warranty is void if the product has been purchased from an unauthorized distributor.

See more product details

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Ad feedback

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Total price: **\$80.83**






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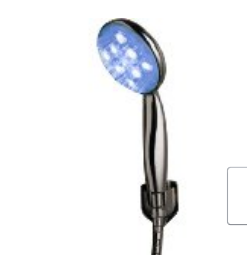
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DreamSpa AquaFan 12 inch All-Chrome Rainfall-LED-Shower-Head with Color-Changing LED... 78 \$59.99	Soledi S-35722 LED Water Faucet, Multi-color 329 #1 Best Seller in Touch On Bathroom Sink Faucets \$6.89	Delta Faucet UA902-PK Universal Showering Components 10 -inch Adjustable Shower Arm,... 1,012 #1 Best Seller in Shower Arms & Slide Bars \$18.84	DreamSpa All Chrome Water Temperature Controlled Color Changing 5-Setting LED Shower... 522 \$34.87	{Factory Direct Sale} NE LED Water Stream Tap Glow Shower Head Fau Light Temperature... 329 \$6.39

Sponsored Products Related To This Item (What's this?)

Page 1 of 15

				
ShowerMaxx® 6 inch Circular Rainfall Ultra High Pressure Shower Head Precision Engineered 90... 44 \$29.97	8 Inch Chrome Rainfall High Pressure Shower Head - 2.5 GPM Low Flow Rate Fixed Waterfall... 26 \$27.99	Best Ultra-Luxurious 8" Rainfall Style Shower Head by Dignitree®, High Pressure, 88 Rub-clean... 33 \$24.99	HotelSpa® High-Power Ultra-Luxury 7-Setting Large 5 Inch Shower-Head with Quick Connect from... 96 \$12.99	BECOLA Self-powered LED shower head, Temperature Cont 3 Color hand Shower H... \$17.77

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Special Offers and Product Promotions

- Working on a home project? Need some help? Check out Amazon Home Services and get \$30 cash back when you book select services. [Learn more](#)

Technical Details

- Easy to Install
- Rainfall
- Temperature Controlled
- Adjustable
- LED

Compare to Similar Items

				
	This item: HotelSpa® 10 Inch Color Changing Rainfall LED Shower Head with 15 Inch Arch Height Adjustable Extension Arm. Powered by running water. LED lights change color according to water temperature (Chrome)	DreamSpa AquaFan 12 inch All-Chrome Rainfall-LED-Shower-Head with Color-Changing LED/LCD Temperature Display	DreamSpa All Chrome Water Temperature Controlled Color Changing 5-Setting LED Shower-Head by Top Brand Manufacturer! Color of LED lights changes automatically according to water temperature	Aidodo Shower Head 6" Multi-Function Adjustable 6-Settings Ultra-Luxury Fixed Bathroom Rainfall Shower Chrome
Customer Rating	(79)	(78)	(522)	(17)
Price	\$59.99	\$59.99	\$34.87	\$21.99
Shipping	FREE Shipping	FREE Shipping	FREE Shipping	FREE Shipping
Sold By	Interlink Products	Interlink Products	Interlink Products	VICTORY ROYAL
Color	Chrome	Chrome	Chrome	silver
Dimensions	19.5 inches x 10 inches x 3 inches	12 inches x 6.5 inches x 4 inches	5 inches x 5 inches x 5 inches	0.2 inches x 5.9 inches x 3.7 inches
Item Package Weight	2.42 pounds	1.25 pounds	0.8 pounds	1.7 pounds
	<div>Add to Cart</div>	<div>Add to Cart</div>	<div>Add to Cart</div>	<div>Add to Cart</div>

Please help us improve this feature. [Tell us what you think of this feature.](#)

Product Description

HotelSpa® Giant 10 Inch Rainfall Temperature Color-Changing LED Showerhead and 15 Inch Height-Adjustable Arch Extension Arm with Stainless Steel Profile is the World's Most Luxurious LED Shower Head!

HotelSpa LED Shower Head with Extension Arm is the largest and most advanced height-adjustable LED fixed mount overhead shower ever created; has Extra-long 15 Inch Height-Adjustable Arch Extension Arm with Stainless Steel Profile that extends fully over your head and adjusts to your height and needs. Ergonomic High-fashion Design adds style and ambiance to your bath decor.

- LED Showerhead is powered by running water, no batteries
- Giant 10 inch LED Rainfall Shower Head with Reflective Chrome Face and LED Perimeter Rim
- Built-in Advanced 3-color-changing Water Temperature Sensor
- Solid Brass Ball Joint
- Elegant Arch-design Height-Adjustable Extension Arm is also included.
- Extra-long 15 Inch arm length provides 3 ft. vertical movement range
- Large wing nut with brass inserts for easy and reliable hand tightening
- Color of LED lights changes automatically according to water temperature:
 - BLUE - Cool under 95F (35C),
 - GREEN - Warm 95-108F (35-42C),
 - RED - Hot 109-122F (43-50C),
 - FLASHING RED - Warning Hot over 122F (50C)
- LED lights have long life of 100,000 hours (over 10 years of heavy daily use)
- Connects in minutes without tools
- 1-year Limited Warranty is provided by Interlink Products. This warranty is void if the products have been purchased from an unauthorized distributor.

Product Information

Technical Details

Part Number	1487
Item Weight	1.9 pounds
Product Dimensions	10 x 3 x 19.5 inches
Item model number	1487
Size	10 inch
Color	Chrome
Style	HotelSpa 10-inch Face Rainfall Color-Changing LED Showerhead
Finish	Chrome
Material	High-Grade Chrome Plated ABS, Stainless Steel
Pattern	Contemporary
Shape	Circular
Power Source	Water
Installation Method	Wall-Mounted
Item Package Quantity	1
Flow Rate	2.5 GPM
Water Consumption	2.5 GPM
Extension Length	15
Type of Bulb	LED
Special Features	Easy to Install, Rainfall,

Additional Information

ASIN	B00OBW49H8
Customer Reviews	79 customer reviews 3.5 out of 5 stars
Best Sellers Rank	#60,964 in Home Improvements (See top 100) #284 in Home Improvement > Kitchen & Bath Fixtures > Bathroom Fixtures > Bathtub Faucets & Showerheads > Showerheads > Fixed Showerheads
Shipping Weight	2.4 pounds (View shipping rates and policies)
Date First Available	October 9, 2014

Warranty & Support

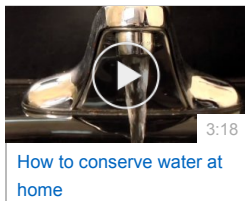
Product Warranty: For warranty information about this product, please [click here](#)

Feedback

Would you like to [update product info](#) or [give feedback on images](#)?
Would you like to [tell us about a lower price](#)?

	Temperature Controlled, Adjustable, LED
Usage	LED Rainfall Showerhead With Extention Arm
Included Components	LED Rainfall Shower Head, Extension Arm, Installation Guide and Warranty
Batteries Included?	No
Batteries Required?	No
Warranty Description	1 Year Limited Warranty. Interlink Products International, Inc. (the Company) warrants to the owner of this product that the product is free from defects in material or workmanship. If this product malfunctions or becomes damaged, stop use and return it to the Company for examination and/or repair. The Company will repair or replace any of this product's parts that exhibit defects in workmanship or materials for above stated period from date of purchase. If malfunction occurs, please contact the Company to obtain an RMA (Return Merchandise Authorization) number from the Customer Service Department. This warranty is void if the products have been purchased from an unauthorized distributor.
Assembled Diameter	10 inches

Related Video Shorts



Important Information

Directions


Please refer to the Product Manual for installation instructions


Seller Warranty Description

1 Year Limited Warranty. Interlink Products International, Inc. (the Company) warrants to the owner of this product that the product is free from defects in material or workmanship. If this product malfunctions or becomes damaged, stop use and return it to the Company for examination and/or repair. The Company will repair or replace any of this product's parts that exhibit defects in workmanship or materials for above stated period from date of purchase. If malfunction occurs, please contact the Company to obtain an RMA (Return Merchandise Authorization) number from the Customer Service Department. This warranty is void if the product has been purchased from an unauthorized distributor.

Sponsored Products Related To This Item [\(What's this?\)](#)

Page 1 of 31







Moen DN8001CH Home Care Pause Control Hand Held Shower

275

\$30.72







Best Ultra-Luxurious 8" Rainfall Style Shower Head by Dignitree®, High Pressure, 88 Rub-clean...

33


\$24.99






Harrahs LED Color Changing Shower New generation Magneto Therapy Anion Lighting


\$25.99






Senlesen 10 Inch Square Stainless Steel Shower head with Led,oil Rubbed Bronze

\$48.00





ShowerMaxx® 6 inch Circular Rainfall Ultra Hi Pressure Shower Head Precision Engineered 90°

44

\$29.97

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Customer Questions & Answers

Have a question? Search for answers

0 votes

Question: Does the shower head without the arm have a ball joint so that it can be tilted?

Answer: Yepper...

By R. J. Baran on December 7, 2015

[See more answers \(2\)](#)

0 votes

Question: can this be ceiling mounted?

Answer: I don't believe so

By Dennis T. on October 20, 2015

[See more answers \(2\)](#)

0 votes

Question: says wall mount...but I just install in the existing fitting right? In other words, just remove existing chrome piece and install this one. yes?

Answer: Correct. It is pretty easy to do and I don't like plumbing. I installed 2 of them without any issues, at all

By Dennis T. on September 8, 2015

[See more answers \(3\)](#)

0 votes

Question: Does the arm move down for lower hight?

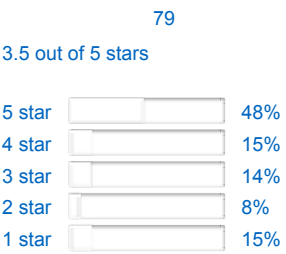
Answer: Most defiantly, however, it does not look to be of major durability. I put mine @ an adjusted position & have left it alone!

By Pamela W. on November 7, 2015

[See more answers \(1\)](#)

See more answered questions (3)

Customer Reviews



Share your thoughts with other customers

Write a customer review

See all 79 customer reviews

Decent product. Leaked at first, but that was just the air pressure, Feels good.

By [Spencer Hutton](#) on January 9, 2015

Verified Purchase

I'll comment to the other reviewers who say this product leaks. I did seal the threads with Teflon tape and there was NO LEAKING from those joints. However, the first time I used it, it did leak from the factory seams. It does not leak anymore. I suspect the leaking may have been from the air trapped inside the fixture which was forced out when the water pressure came rushing through the shower head the first time. It is a little noisy, but that must be expected for a product like this; not for a regular shower head, but a LED one. I have been using it for 2 weeks and no leaks. The rainfall feeling is good. The light color isn't incredibly bright and I cannot notice it with the bathroom lights on. Looks pretty cool in the dark, but I don't shower in the dark, I just turned out the lights to see. All in all, the shower head feels good, doesn't leak (anymore) and has a slight hum noise, but you hardly notice it. No massage settings, but I didn't use those with the last one. For the price, you'd think you would get something like that. The color changes from Blue (cold) to Green (warm) to Red (hot) as the water temp gets hotter. Green is plenty for me.

[Comment](#) 9 people found this helpful. Was this review helpful to you? [Report abuse](#)

TERRIBLE!

By [Megan E. Peason](#) on December 8, 2014

This thing is absolutely awful. The noise it makes is migraine-inducing and the water pressure is just awful. No matter how much you try to seal any possible leaking areas, the pressure is weak. Spend your money on something better, it's nowhere near worth what it costs!

[Comment](#) 7 people found this helpful. Was this review helpful to you? [Report abuse](#)

poor product

By [eightball64](#) on January 16, 2015

Verified Purchase

extension arm leaks on both ends. Tried to contact customer service twice all I got was voice mail with no returned call. I would not recommend this product or this company.

[Comment](#) 9 people found this helpful. Was this review helpful to you? [Report abuse](#)

LEDs are a gimmick

By [Speerdo](#) on May 7, 2016

Verified Purchase

Super plastic. Once installed it's not the end of the world because it's just a shower head, but be careful installing. It felt like it would snap at any moment. The LEDs are nice for getting an idea of water temp, but you're still gonna have to stick your hand under the stream to dial in your preferred temp. Plus, we all know where on our faucets to turn the knob to more/less get in the ballpark for temperature. For those two reasons, plus the fact that the LEDs aren't really that bright...the LED portion of this showerhead is pointless. I also have low pressure, which I think is a result of so many openings on this larger head. I'm going to install a different head and see what's up.

Overall it gets the job done, but for the price you could do much better if you forgo the LEDs.

[Comment](#) 2 people found this helpful. Was this review helpful to you? [Report abuse](#)

[See all 79 customer reviews \(newest first\)](#)

[Write a customer review](#)

Fun Rain Head

Wife and daughter LOVE this 10" shower head and I admit so do I. Installation was quick and easy at least for me but I do have a bit of experience with light plumbing. [Read more](#)

Published 4 months ago by Seewiz

Best thing I have bought in a long time.

THIS IS GREAT!

Arrived yesterday, took less than 10 minutes to install.

Just be delicate with it while handling. Water colors look great! It's perfect!

Published 5 months ago by Aspiring Supermom

Five Stars

Love it! Looks beautiful. ..

Published 5 months ago by Hazzel

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This item: HotelSpa® 10 Inch Color Changing Rainfall LED Shower Head with 15 Inch Arch Height Adjustable Extension Arm. Powered by running water. LED lights change color according to water temperature (Chrome)

Set up a giveaway

What Other Items Do Customers Buy After Viewing This Item?



GlowBowl GB001 Motion Activated Toilet Nightlight
2,399
\$19.99



DreamSpa All Chrome Water Temperature Controlled Color Changing 5-Setting LED Shower-Head by Top Brand Manufacturer!...
522
\$34.87



Dixon Valve PTFE Industrial Sealant Tape
550
\$2.00



Delta Faucet UA902-PK Universal Showering Components 10 -Inch Adjustable Shower Arm, Chrome
1,012
\$18.84

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ShowerMaxx Adjustable Shower Arm Height/Angle Extension Brass with Chrome Finish, Solid...
29
\$19.99



Purelux® Extra Long Stainless Steel 16 Inch Replacement Shower Arm with Flange, Chrome...
38
\$19.99



MODONA AC25-A Long Shower Arm with Flange 15-Inch Solid BRASS
127
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HotelSpa® 11 Inch Solid Brass Height/Angle Adjustable Extension Arm for Perfect Height,...
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SpeakStick

Bluetooth Shower Speaker With Lifetime Guarantee.



SpeakStick Waterproof Bluetooth Shower Speaker wit

23

\$19.95

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- Your Orders
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- Amazon Prime
- Returns & Replacements
- Manage Your Content and Devices
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- Help



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EXHIBIT E

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Attorneys for Defendant BBC Innovation Corporation

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

INTERLINK PRODUCTS
INTERNATIONAL, INC.,

Plaintiff,

v.

BBC INNOVATION CORPORATION,

Defendant.

Civil Action No. 2:15-cv-02945 (SRC) (CLW)

ANSWER AND COUNTERCLAIMS

JURY TRIAL DEMAND

BBC INNOVATION CORPORATION,

Counterclaim-Plaintiff,

v.

INTERLINK PRODUCTS
INTERNATIONAL, INC.,

Counterclaim-Defendant.

Defendant and Counterclaim-Plaintiff BBC INNOVATION CORP. (“BBC,”
“Defendant” or “Counterclaim-Plaintiff”), through its undersigned counsel, Kelley Drye & Warren
LLP, for its Answer and Counterclaims to the Complaint filed by Plaintiff and Counterclaim-

Defendant INTERLINK PRODUCTS INTERNATIONAL, INC. (“Interlink,” “Plaintiff” or “Counterclaim-Defendant”), hereby responds as follows:

1. Defendant admits the allegations of Paragraph 1 of the Complaint.

2. Defendant denies the allegations of Paragraph 2 of the Complaint and avers that Defendant is an Illinois corporation with its principal place of business at 204 Berg Street, Algonquin, Illinois 60102.

3. Defendant denies that the amount in controversy exceeds \$75,000 and therefore denies that this Court has jurisdiction over the claims pursuant to 28 U.S.C. § 1332(a).

Defendant admits the other allegations of Paragraph 3 of the Complaint.

4. Defendant admits the allegations of Paragraph 4 of the Complaint.

5. Defendant admits the allegations of Paragraph 5 of the Complaint.

6. Defendant admits that Interlink and BBC are competitors in the showerhead market and that federal law caps the permissible flow rate of showerheads at 2.5 gallons per minute (gpm) of water at 80 pounds per square inch (psi) of water pressure but otherwise denies the allegations of Paragraph 6 of the Complaint.

7. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 7 of the Complaint and therefore denies the same.

8. Defendant admits that its showerheads have been available from online sources including Groupon.com, Wayfair.com, Overstock.com and Amazon.com but otherwise denies the allegations of Paragraph 8 of the Complaint.

9. Defendant admits that its showerheads have competed with those of Interlink with respect to online consumers but otherwise denies the allegations of Paragraph 9 of the Complaint.

10. Defendant admits the allegations of Paragraph 10 of the Complaint.
11. Defendant admits the allegations of Paragraph 11 of the Complaint.
12. Defendant admits the allegations of Paragraph 12 of the Complaint.
13. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 13 of the Complaint and therefore denies the same.
14. Defendant denies that Interlink sells products designed to achieve excellent performance at lower flow rates. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the other allegations of Paragraph 14 of the Complaint and therefore denies the same.
15. Defendant denies the allegations of Paragraph 15 of the Complaint.
16. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 16 of the Complaint and therefore denies the same.
17. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 17 of the Complaint and therefore denies the same.
18. Defendant admits that it has sold the Oasis 700R, 700S and 700SSL showerheads on one or more of the online marketplaces listed in Paragraph 8 of the Complaint, but otherwise denies the allegations of Paragraph 18 of the Complaint.
19. Defendant denies the allegations of Paragraph 19 of the Complaint.
20. Defendant lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 20 of the Complaint and therefore denies the same.
21. Defendant denies the allegations of Paragraph 21 of the Complaint.
22. Defendant denies the allegations of Paragraph 22 of the Complaint.
23. Defendant denies the allegations of Paragraph 23 of the Complaint and avers that

it has sold less than 2,500 of the 700R, 700S and 700SSL showerheads that are the subject of the Complaint.

24. Defendant denies the allegations of Paragraph 24 of the Complaint.

25. Defendant denies the allegations of Paragraph 25 of the Complaint and avers that the text quoted in Paragraph 25 of the Complaint is not part of the Amazon.com Participation Agreement, but is an Amazon.com policy with respect to specifically enumerated “restricted” product categories which do not include showerheads.

26. Defendant denies the allegations of Paragraph 26 of the Complaint and in particular denies that assent to retailer terms and conditions or participation agreements constitute “promotional representations,” commercial advertising and promotion, or any other type of representation actionable under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), the New Jersey Consumer Fraud Act, N.J.S. § 56:8-1 *et seq.*, or any common law theories alleged by Plaintiff.

27. Defendant denies the allegations of Paragraph 27 of the Complaint.

28. Defendant denies the allegations of Paragraph 28 of the Complaint.

29. Defendant denies the allegations of Paragraph 29 of the Complaint.

30. Defendant denies the allegations of Paragraph 30 of the Complaint.

31. Defendant denies the allegations of Paragraph 31 of the Complaint.

32. Defendant denies the allegations of Paragraph 32 of the Complaint.

33. Defendant denies the allegations of Paragraph 33 of the Complaint.

34. Defendant denies the allegations of Paragraph 34 of the Complaint.

35. Defendant denies the allegations of Paragraph 35 of the Complaint.

36. Defendant denies the allegations of Paragraph 36 of the Complaint.

37. Defendant denies the allegations of Paragraph 37 of the Complaint.

38. Defendant denies the allegations of Paragraph 38 of the Complaint.

39. Defendant denies the allegations of Paragraph 39 of the Complaint.

40. Defendant denies the allegations of Paragraph 40 of the Complaint.

41. Defendant denies the allegations of Paragraph 41 of the Complaint.

42. Defendant denies the allegations of Paragraph 42 of the Complaint.

43. Defendant denies the allegations of Paragraph 43 of the Complaint.

44. Defendant denies the allegations of Paragraph 44 of the Complaint.

45. Defendant denies the allegations of Paragraph 45 of the Complaint.

46. Defendant restates and realleges its answers to Paragraphs 1-45 of the Complaint as if fully set forth herein.

47. Defendant denies the allegations of Paragraph 47 of the Complaint.

48. Defendant denies the allegations of Paragraph 48 of the Complaint.

49. Defendant denies the allegations of Paragraph 49 of the Complaint.

50. Defendant admits the allegations of Paragraph 50 of the Complaint.

51. Defendant denies the allegations of Paragraph 51 of the Complaint.

52. Defendant denies the allegations of Paragraph 52 of the Complaint.

53. Defendant restates and realleges its answers to Paragraphs 1-52 of the Complaint as if fully set forth herein.

54. Defendant admits the allegations of Paragraph 54 of the Complaint.

55. Defendant denies the allegations of Paragraph 55 of the Complaint.

56. Defendant denies the allegations of Paragraph 56 of the Complaint.

57. Defendant denies the allegations of Paragraph 57 of the Complaint.

58. Defendant restates and realleges its answers to Paragraphs 1-57 of the Complaint as if fully set forth herein.

59. Defendant denies the allegations of Paragraph 59 of the Complaint.

60. Defendant denies the allegations of Paragraph 60 of the Complaint.

61. Defendant restates and realleges its answers to Paragraphs 1-60 of the Complaint as if fully set forth herein.

62. Defendant denies the allegations of Paragraph 62 of the Complaint.

63. Defendant denies the allegations of Paragraph 63 of the Complaint.

64. Defendant denies the allegations of Paragraph 64 of the Complaint.

65. Defendant denies the allegations of Paragraph 65 of the Complaint.

AFFIRMATIVE DEFENSES

Defendant sets forth the following affirmative and other defenses. Defendant does not intend hereby to assume the burden of proof with respect to those matters as to which, pursuant to law, Plaintiff bears the burden.

First Affirmative Defense (Statute of Limitations)

66. The claims alleged in the Complaint are barred by the applicable statute of limitations.

Second Affirmative Defense (Equitable Doctrines)

67. The claims alleged in the Complaint are barred by the equitable doctrines of laches, waiver and estoppel.

Third Affirmative Defense (No Injury or Damages)

68. Plaintiff is not entitled to any relief because it has not suffered any harm or incurred any damages as a result of any actions of BBC.

Fourth Affirmative Defense (Failure to State a Claim)

69. The Complaint fails to state a claim upon which relief can be granted.

Fifth Affirmative Defense (Preemption)

70. Plaintiff's claims are expressly and impliedly preempted by federal law, including but not limited to, the Energy Policy Act.

Sixth Affirmative Defense (Unclean Hands)

71. Plaintiff's claims to equitable remedies are barred by the doctrine of unclean hands. As pled fully below in the Counterclaims, Plaintiff has engaged and continues to engage in the same or similar conduct that it alleges as to Defendant, thereby injuring Defendant. Specifically, Plaintiff: (1) deceptively markets showerheads as complying with the federally mandated flow rate limit of 2.5 gallons per minute at water pressure of 80 p.s.i., when in fact, they do not; and (2) markets its products with instructions for how to disable their flow regulators to increase their flow rates even further out of compliance. Plaintiff's false and misleading representations in advertising and marketing materials that its showerheads comply with the Energy Policy Act have injured Defendant by causing sales of Interlink showerheads that would not have been made absent Plaintiff's false statements. Some of these sales would instead have been made by Defendant, as well as by competing showerhead manufacturers.

Seventh Affirmative Defense (Reservation)

72. Further responding, Defendant states that it currently has insufficient knowledge or information on which to form a belief as to whether it may have additional, as yet unstated, affirmative defenses available. Defendant reserves the right to assert additional affirmative defenses in the event that discovery indicates it would be appropriate.

COUNTERCLAIMS

Counterclaim-Plaintiff BBC, by its undersigned attorneys, files these counterclaims

against Counterclaim-Defendant Interlink and alleges, upon knowledge as to itself and otherwise upon information and belief, as follows:

I. THE PARTIES

73. Counterclaim-Plaintiff BBC is an Illinois corporation with its principal place of business at 204 Berg Street, Algonquin, Illinois, 60102.

74. Counterclaim-Defendant Interlink is a New Jersey corporation with its principal place of business at 1315 East Elizabeth Avenue, Linden, New Jersey, 07036.

II. JURISDICTION AND VENUE

75. This Court has jurisdiction over these Counterclaims pursuant to:

(a) Section 39 of the Lanham Act, 15 U.S.C. § 1121(a) and 28 U.S.C. §§ 1331, 1337(a), and 1338(a) as to the claims arising out of Interlink's violations of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a); and

(b) 28 U.S.C. §§ 1338(b) and 1367(a), as to the claims arising out of Interlink's violations of New Jersey law.

76. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b) and (c), in that the Counterclaim-Defendant resides in the district and has disseminated and has caused to be prepared and disseminated in interstate commerce throughout the United States and within this judicial district, advertisements and promotions for its products, including the advertisements at issue in these Counterclaims.

III. FACTUAL ALLEGATIONS

77. Interlink produces, markets and sells showerheads. Interlink markets and sells its showerheads in interstate commerce through online channels, including Groupon.com, Wayfair.com, Overstock.com and Amazon.com, and through traditional retailers, including Wal-

Mart and Bed Bath & Beyond.

78. BBC markets and sells showerheads in direct competition with Interlink through online channels, including Groupon.com, Wayfair.com, Overstock.com and Amazon.com.

79. Under Title 42 of the U.S. Code as amended by the Energy Policy Act of 1992, Pub. L. 102-486, 106 Stat. 2776, and implementing regulations at 10 C.F.R. §§ 430.31-34, it is unlawful to manufacture and sell a showerhead in the United States having a water flow greater than 2.5 gallons per minute (gpm) measured at a water pressure of 80 pounds per square inch (p.s.i.).

80. Many of Interlink's showerheads are multiple-nozzle showerheads.

81. Under the U.S. Department of Energy's Showerhead Enforcement Guidance of March 4, 2011, "multiple spraying components sold together as a single unit designed to spray water onto a single bather constitutes a single showerhead for purposes of the maximum water use standard. ... Thus, consistent with the Department's test procedure, to determine whether a manufacturer's showerhead complies with the 2.5 gpm standard set by Congress, the Department will measure a showerhead's water use by turning all of a unit's sprays and nozzles to their maximum flow settings."

82. Interlink represents, in its advertising and marketing materials, online product listings, product packaging, product instruction manuals, and on its web site that all of its showerheads have a water flow of 2.5 gpm or less, as required by the Energy Policy Act and its implementing regulations.

83. Interlink certifies to retailers, including Groupon.com, Wayfair.com, Overstock.com, Amazon.com, Wal-Mart and Bed Bath & Beyond, that its showerheads are lawful to manufacture, market and sell in the United States, which implies compliance with the

Energy Policy Act's 2.5 gpm flow restriction.

84. These express and implied representations by Interlink are false, misleading and deceptive. Some Interlink's showerheads do not comply with the Energy Policy Act's 2.5 gpm flow limit, but put out significantly more water than is permitted by the Act.

85. Interlink's distribution in commerce of its non-compliant showerheads are unlawful under 42 U.S.C. § 6302(a), and Interlink's false statements that its showerheads put out 2.5 gpm of water or less are unfair and deceptive practices under 42 U.S.C. § 6303(c).

86. Counterclaim-Plaintiff BBC has purchased and tested an Interlink Model 1141 AquaDance Drencher 3-Setting 8-inch Curved Square Rainfall Showerhead with Waterfall Mode. This product is represented by Counterclaim-Defendant Interlink as complying with the federal 2.5 gpm at 80 p.s.i. flow rate limit, as required by the Energy Policy Act. As received from Interlink, the showerhead contained no water flow regulator. When tested by Counterclaim-Plaintiff, it put out far more than the Energy Policy Act limit, exceeding 5.0 gpm even at a lower pressure setting of 70 p.s.i.

87. Counterclaim-Plaintiff BBC has purchased and tested an Interlink Model 1441 AquaDance HotelSpa 24-Setting Slimline Showerhead and Hand Shower Combo. This product is represented by Counterclaim-Defendant Interlink as complying with the federal 2.5 gpm at 80 p.s.i. flow limit, as required by the Energy Policy Act. This showerhead contained a flow regulator in its handheld unit but did not contain one in its main nozzle. When tested by Counterclaim-Plaintiff, the showerhead put out far more water than the Energy Policy Act limit, exceeding 4 gpm when using the main nozzle alone and exceeding 5 gpm when using both main and handheld nozzles, even at the lower pressure of approximately 67 p.s.i.

88. Counterclaim-Plaintiff BBC has purchased and tested an Interlink Model 1442

Aquagenix Slimline Three-Way 8-Inch Rainfall Showerhead and Handheld Shower System.

This product is represented by Counterclaim-Defendant Interlink as complying with the federal 2.5 gpm at 80 p.s.i. flow limit, as required by the Energy Policy Act. This showerhead contained flow regulators in both its handheld and main nozzles. **When tested by Counterclaim-Plaintiff, the showerhead put out far more water than the Energy Policy Act limit, exceeding 4 gpm, even at the lower pressure of approximately 67 p.s.i.**

89. **Counterclaim-Plaintiff BBC has purchased and tested an Interlink Model 1410 HotelSpa Emerald High-fashion 8" Rainfall Shower with 120 Jets and 12" Height/Angle Adjustable Extension Arm.** This product is represented by Counterclaim-Defendant Interlink as complying with the federal 2.5 gpm at 80 p.s.i. flow limit, as required by the Energy Policy Act. This showerhead contained a flow regulator only in its optional extension arm. **When tested by Counterclaim-Plaintiff with the extension arm not installed, the showerhead put out far more water than the Energy Policy Act limit, exceeding 5 gpm, even at the lower pressure of approximately 67 p.s.i.**

90. **Counterclaim-Plaintiff BBC has purchased and tested an Interlink Model 5207 Hotel Spa 3-Way Multi Shower head.** This product is represented by Counterclaim-Defendant Interlink as complying with the federal 2.5 gpm at 80 p.s.i. flow rate limit, as required by the Energy Policy Act. **The showerhead contained a flow regulator but, when tested by Counterclaim-Plaintiff, did not comply with this limit, putting out more than 3.0 gpm even at the lower pressure of approximately 67 p.s.i.**

91. Interlink manufactures, sells and distributes into commerce showerheads that put out higher water flow than is permitted by the Energy Policy Act, either because it omits flow regulators from its showerheads, designs its showerheads in such a way that they put out too

much water even with flow regulators installed, or both.

92. Interlink's advertising and marketing representations that these models and, on information and belief, other models of its showerheads put out a maximum of 2.5 gpm at 80 p.s.i. are literally false.

93. The unlawfully high flow rates of Interlink's showerheads may result in a more satisfying shower experience for many consumers, resulting in positive evaluations of Interlink's products despite their low quality. This results in further increased sales and further unjust enrichment of Interlink through its deceptive and unfair marketing practices.

94. Interlink's false statements that its showerheads put out no more than 2.5 gpm of water at 80 p.s.i. of water pressure are material to consumers, many of whom would not have purchased Interlink's showerheads if they had known that these representations were false, but would instead have purchased the showerheads of other manufacturers, including BBC.

95. Interlink's false statements that its showerheads put out no more than 2.5 gpm of water at 80 p.s.i. of water pressure and that its showerheads comply with federal law are material to retailers, some or all of which would not have purchased and resold Interlink's showerheads if they had known that these representations were false, but would instead have purchased and resold the showerheads of other manufacturers, including BBC.

96. Interlink knew or reasonably should have known that its showerheads have a greater than 2.5 gpm maximum flow rate and that they do not comply with the Energy Policy Act.

97. Interlink's misrepresentation of its product flow rate and compliance with the law is deceptive and, in fact, has a tendency to deceive consumers and retailer customers.

98. Interlink's false statements were made willfully and with the intention of causing

confusion, mistake or deception, making this an exceptional case within the meaning of 15 U.S.C. § 1117(a) entitling BBC to an award of enhanced damages and reasonable attorney's fees.

99. The instruction manuals that come with Interlink showerheads teach users how to make them even more non-compliant with the Energy Policy Act by removing their flow rate regulators. They provide step-by-step instructions, with diagrams, for removing water flow regulators "to improve the water flow in the shower head." Users are even invited to "call customer service for directions" to remove their water flow regulators. See Instructions for Model 5207 Hotel Spa 3 Way Shower, annexed hereto as Exhibit 1.

100. When followed, Interlink's instructions on how "To Remove Water Flow Regulators" render Interlink's showerheads non-compliant with the Energy Policy Act, allowing much more than the federal limit of 2.5 gpm at 80 p.s.i. of water pressure. Interlink knowingly provides these instructions for exactly this purpose.

101. Although the instructions reference "areas with extremely low water pressure causing the shower water flow to be unsatisfactory," it is left up to the user to decide what constitute "extremely low" water pressure and "unsatisfactory" water flow. Further, there is no "extremely low water pressure" exception to the Energy Policy Act's showerhead flow rate requirements, which call for all showerheads to be tested at 80 p.s.i.

102. Interlink does not disclose, in its instructions for disabling its showerheads' regulators, that following these instructions will render the heads non-compliant with the Energy Policy Act. Indeed, on the same page of the instruction manual that describes how to remove the water flow regulator on the model 5207 Hotel Spa 3-Way Multi Shower head, Interlink prints "2.5 GPM," a representation that is false after the flow regulator removal instructions are followed.

103. Some users, such as plumbers and professional installers, may be prohibited by local laws or contractual obligations from modifying showerheads such that they cease to comply with the 2.5 gpm flow limit of the Energy Policy Act. Interlink fails to advise such users that they risk legal exposure and damage to their professional reputations by following the instructions “To Remove Water Flow Regulators” in Interlink’s instruction manuals.

104. Many users are deceived by Interlink’s false representations that its showerheads still comply with the Energy Policy Act’s 2.5 gpm flow limit even when their flow regulators are removed. Others, however, are not deceived. Unscrupulous landlords and hotels, and other consumers, sometimes look for ways to circumvent the Energy Policy Act by removing flow regulators from showerheads they have purchased. Through its instruction manual, Interlink communicates to these users that with its showerheads, flow regulator removal to produce an unlawfully high water flow is an easy process taking only a few minutes. Interlink provides illustrated step-by-step instructions for regulator removal which take up 25% (half a page out of two pages) of its instruction manuals for its showerheads. A repeat buyer of Interlink showerheads knows that their regulators are easy to remove and that they come with instructions and telephone customer support to render them non-compliant with the Energy Policy Act.

105. Interlink obtains an unfair competitive advantage by helping its customers obtain, knowingly or unwittingly, what Interlink could not legally sell them: a showerhead that puts out far more water than permitted by the Energy Policy Act. An Interlink showerhead packaged with Interlink’s instruction manual is effectively a kit for quickly and easily making a non-compliant, high-flow showerhead.

106. Interlink knew or reasonably should have known that its instructions are used by consumers to subvert the purposes of the Energy Policy Act by increasing the maximum flow

rate of Interlink's showerheads above 2.5 gpm at 80 p.s.i. of water pressure, to the extent Interlink's showerheads are not already non-compliant prior to modification. Interlink intentionally sought, and in fact achieved, an unfair competitive advantage over competing showerhead sellers, including BBC, by facilitating customer modification of its showerheads into non-compliant, energy- and water-wasting showerheads.

107. Interlink's unfair and deceptive representations and its cynical targeting of these consumers gains sales of showerheads that otherwise would go to the manufacturers of showerheads that comply with the Energy Policy Act, including Counterclaim-Plaintiff BBC. Interlink's conduct was done willfully and with the intention of causing confusion, mistake or deception, making this an exceptional case within the meaning of 15 U.S.C. § 1117(a) entitling BBC to an award of enhanced damages and reasonable attorney's fees.

108. The high flow rate obtained by following Interlink's instructions to remove its flow regulators and circumvent the spirit and purpose of the Energy Policy Act may result in a more satisfying shower experience for many consumers, resulting in positive evaluations of Interlink's products despite their low quality. This results in further increased sales and further unjust enrichment of Interlink through its deceptive and unfair marketing practices.

IV. COUNT I

False Advertising Under Section 43(a) of the Lanham Act

109. BBC repeats and realleges each and every allegation contained in paragraphs 73 through 108 of these Counterclaims as if set forth fully herein.

110. The foregoing acts of Interlink constitute violations of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a). Section 43(a) of the Lanham Act prohibits, in relevant part, any "false or misleading description of fact, or false or misleading representation of fact which . .

. in commercial advertising or promotion, misrepresents the nature, characteristics, [or] qualities .
.. of his or her or another person's goods, services or commercial activities.”

111. Interlink's advertisements have made statements and representations regarding the nature, quality, characteristics, and health benefits associated with Interlink's products that are false and misleading, and have deceived and will continue to deceive a substantial segment of their audience.

112. Interlink's false and misleading statements were made in connection with commercial advertising and promotion.

113. Interlink's false and misleading statements regarding the nature, quality, characteristics, performance, legality and benefits associated with its products are likely to influence consumers' purchasing decisions.

114. Interlink's false and misleading statements have caused BBC to suffer injury.

115. As a direct and proximate result of such actions, BBC has suffered, and continues to suffer, injury in fact and has lost money and/or property as a result of Interlink's deceptive, unfair and/or unlawful trade practices and unfair competition in an amount which will be proven at trial.

V. COUNT II

Unfair and Deceptive Practices Under N.J.S. § 56:8-1 *et seq.*

116. BBC repeats and realleges each and every allegation contained in paragraphs 73 through 115 of these Counterclaims as if set forth fully herein.

117. Through the foregoing conduct in connection with the sale, advertisement and promotion of its showerheads, Defendant has used and employed unconscionable commercial practices, deception, fraud, and misrepresentations concerning the nature of its showerheads and

has knowingly concealed, suppressed, or omitted material facts concerning the nature of its showerheads with intent that potential purchasers rely upon such concealment, suppression or omission.

118. Interlink's showerheads are consumer goods.

119. Interlink knowingly and intentionally committed the misconduct set forth above.

120. Members of the general public are likely to be deceived by Interlink's actions as set forth above.

121. The aforementioned practices, which Interlink has used, and continues to use, to its significant financial gain, constitute unlawful competition and provide an unlawful advantage over Interlink's competitors as well as injury to the general public.

122. As a direct and proximate result of such actions, BBC has suffered, and continues to suffer, injury in fact and ascertainable losses of money and/or property as a result of Interlink's deceptive, unfair and/or unlawful trade practices and unfair competition in an amount which will be proven at trial.

123. As a direct and proximate result of such actions, Interlink has enjoyed, and continues to enjoy, significant financial gain in an amount that will be proven at trial.

124. Interlink's unfair, unlawful or deceptive trade practices are continuing, and are likely to reoccur.

V. COUNT III

Common Law Unfair Competition

125. BBC repeats and realleges each and every allegation contained in paragraphs 73 through 124 of these Counterclaims as if set forth fully herein.

126. Interlink's more sophisticated and repeat customers know that, unlike many

showerheads, Interlink showerheads have easily removable water flow regulators and come with instructions and telephone customer support for removing them in a few minutes. These sophisticated customers also know that removing the flow regulators makes the showerheads non-compliant with the maximum flow limit under federal law. From the perspective of those customers, Interlink sells easy-to-build kits for making a showerhead that puts out far more water than a showerhead that can be manufactured and sold legally in the United States. These customers purchase Interlink products in order to circumvent the provisions of the Energy Policy Act and subvert its public policy purposes.

127. Through its cynical provision of instructions for circumventing the Energy Policy Act, Interlink secures an unfair competitive advantage while causing injury to Interlink's law-abiding showerhead competitors, U.S. energy consumption, the environment, and the general public.

128. As a direct and proximate result of such actions, BBC has suffered, and continues to suffer, injury in fact and ascertainable losses of money and/or property as a result of Interlink's unfair and/or unlawful trade practices and unfair competition in an amount which will be proven at trial.

129. As a direct and proximate result of such actions, Interlink has enjoyed, and continues to enjoy, significant financial gain in an amount that will be proven at trial.

130. Interlink's unfair and unlawful trade practices are continuing, and are likely to reoccur.

PRAYER FOR RELIEF

Wherefore, Counterclaim-Plaintiff BBC prays for judgment against Counterclaim-Defendant Interlink as follows:

A. For judgment that:

(1) Interlink has violated Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a);

(2) Interlink has violated the New Jersey Consumer Fraud Act, N.J.S. § 56:8-1 *et seq.*

(3) Interlink is liable to BBC for common law unfair competition; and

(4) This is an “exceptional case” under Section 35(a) of the Lanham Act, 15 U.S.C. § 1117(a), and that BBC is thereby entitled to recoup its costs and attorneys’ fees.

B. For permanent injunctive relief restraining and enjoining Interlink, its agents, officers, employees and all those acting under their control, on their behalf or in concert with them, from disseminating or causing to be disseminated any false, misleading and/or deceptive representations as to the nature, quality, characteristics, legality, performance and benefits of their products.

C. For an order directing Interlink, its agents, officers, employees and all those acting under their control, on their behalf or in concert with them:

(1) to take all steps necessary to secure the return and destruction of all of the false, misleading and deceptive advertising;

(2) to issue corrective advertising to dispel the impact and effect of the false, misleading and deceptive advertising claims previously disseminated; and

(3) to file with this Court and serve upon BBC within thirty (30)

days after Interlink is served with an injunction order, a report in writing and under oath, setting forth in detail the manner and form in which Interlink has complied with the relief ordered therein.

D. That Interlink be required to pay to BBC:

- (1) Interlink's unjust profits after an accounting;
- (2) three times the actual damages sustained by BBC as a result of Interlink's violations of the Lanham Act complained of herein;
- (3) punitive damages in a sum to be determined by the trier of fact in light of the egregious behavior of Interlink as described herein; and
- (4) BBC's costs, disbursements, expenses and attorneys' fees.

D. That BBC shall have of Interlink such other and further relief as is just and proper.

Dated: June 26, 2015

KELLEY DRYE & WARREN LLP

By: /s/ Geoffrey W. Castello
Geoffrey W. Castello
One Jefferson Road
Parsippany, New Jersey 07054
(973) 503-5900
Attorneys for BBC Innovation Corp.

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38(b), Counterclaim-Plaintiff demands a trial by jury on all issues triable by jury.

Dated: June 26, 2015

KELLEY DRYE & WARREN LLP

By: /s/ Geoffrey W. Castello
Geoffrey W. Castello

One Jefferson Road
Parsippany, New Jersey 07054
(973) 503-5900
Attorneys for BBC Innovation Corp.

CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 11.2

The undersigned hereby certifies that, to the best of his knowledge, this matter is not the subject of any other action pending in any court, or any pending or contemplated arbitration or administrative proceeding. The undersigned further certifies that, to the best of his knowledge, there are no additional parties who should be joined in this matter.

Dated: June 26, 2015

KELLEY DRYE & WARREN LLP

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